

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
NOVEMBER 26, 2019**

**MEETING CALLED TO ORDER** by Mary Canesi, Municipal Clerk. This meeting has been properly advertised according to Public Law 1975, Chapter 231, in the Press of Atlantic City on January 5, 2019.

**FLAG SALUTE**

**ROLL CALL OF COUNCIL MEMBERS:**

Deweese, Korngut, Madden, O'Neill, Perri, Smith, Lischin

**APPROVAL OF MINUTES** – November 12, 2019

**7PM PRESENTATION** - SENIOR GIRLS SOFTBALL TEAM

**COMMITTEE REPORTS**

**Councilman Perri** - Public Works, Roads, Engineering, Sewer Operations, Planning Board, Senior Citizens

**Councilman O'Neill** - Inspections, Code Enforcement, Housing/Zoning, Court/Violations, FAN,

**Councilwoman Korngut** – Library, Municipal Alliance, Northfield School, Economic Development, Chamber of Commerce, Technology/MRHS Channel

**Councilman Dewees** - Buildings/Grounds, Athletic Fields, Bike Path, Parks, Playgrounds

**Councilman Smith**– Finance/Collections, Little League/Babe Ruth, Shared Services

**Councilwoman Madden** – Insurance and Safety, Mainland Regional

**Council President Lischin** - Fire Department/EMS, Cultural Committee

**MAYOR'S REPORT**

**CITY ENGINEER'S REPORT**

**PUBLIC SESSION/FIVE MINUTES PER SPEAKER**

**CITY OF NORTHFIELD COUNCIL MEETING AGENDA  
NOVEMBER 26, 2019**

**RESOLUTIONS**

- 230-2019** Authorizing Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC, to Proceed with Engineering Services for the Project Known as the 2020 Local Road Paving Project
- 231-2019** Award of Contract for General Repairs and Construction of Sanitary Sewer and Stormwater Facilities
- 232-2019** Authorization to Hire Part Time Construction Official
- 233-2019** Authorization to Hire Part Time Building Inspector
- 234-2019** Resolution Authorizing an Agreement for Shared Municipal Court Services for the Municipalities of the City of Northfield and the Township of Egg Harbor
- 235-2019** A Resolution Authorizing the Adoption of the New Jersey Citizen Participation Plan

**ORDINANCE**

- 14-2019** Amending Chapter 61 of the City of Northfield Municipal Code, Entitled “Police Department”  
*Introduction / No Public Input / Published in the Press of AC 11/30/2019*  
*2<sup>nd</sup> Reading / Public Hearing / Final Consideration 12/17/2019*

**PAYMENT OF BILLS** \$ 876,609.86

**MEETING NOTICES**

City Council

December 17<sup>th</sup>

6pm Work Session

Regular Session immediately following

**ADJOURNMENT**

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 230-2019**

**AUTHORIZING SCHAEFFER, NASSAR, SCHEIDEGG CONSULTING ENGINEERS, LLC, TO PROCEED WITH ENGINEERING SERVICES FOR THE PROJECT KNOWN AS THE 2020 LOCAL ROAD PAVING PROJECT**

**WHEREAS**, Schaeffer, Nassar, Scheidegg Consulting Engineers LLC has submitted expenditure requests outlining professional engineering services that will be provided to the City of Northfield; and

**WHEREAS**, copies of said expenditure requests have been provided to the City Council for their review; and

**WHEREAS**, City Council has deemed it appropriate to authorize the expenditure of these monies as follows:

<u>Project Description</u>	<u>Estimated Purchase Order Amount</u>
<p>Engineering services as related to surveying, engineering design, permitting, preparation of construction plans and specifications, preparation of bid documents for the 2020 Road Paving Project to include the following:</p> <ul style="list-style-type: none"> <li>• Second Street from Albert Avenue to Dolphin Avenue</li> <li>• Portion of Franklin from New Road to Dead End</li> <li>• Portion of Bates Avenue from Fuae to First Street</li> <li>• Fairbanks Avenue from Maple Avenue to New Road</li> <li>• Maple Avenue (w/drainage) from Jackson Avenue to Spruce Avenue</li> <li>• Half width Haddon Avenue from Shore Road to the Bike Path</li> <li>• Wabash Avenue from Mill Road to Zion Road</li> <li>• Half width Ridgewood Drive from New Road to Wabash Avenue</li> <li>• Half width of Glencove Avenue from New Road to Mid-block</li> </ul>	
<b>Total</b>	<b>\$60,000.00</b>

**WHEREAS**, that certification of funds has been received from the Chief Finance Officer.

**THEREFORE, IT IS HEREBY RESOLVED** by the Governing Body of the City of Northfield that this request is approved as submitted by Schaeffer, Nassar, Scheidegg Consulting Engineers.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield held this 26th day of November, 2019.

\_\_\_\_\_  
Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 231-2019**

**AWARD OF CONTRACT  
FOR GENERAL REPAIRS AND CONSTRUCTION  
OF SANITARY SEWER AND STORMWATER FACILITIES**

**WHEREAS**, there is a need for the services of a professional contractor to perform general repairs and construction of the City of Northfield Sanitary Sewer and Stormwater facilities on occasions when the need for said services is beyond the manpower and equipment capabilities of the City of Northfield; and

**WHEREAS**, specifications for general repairs and construction of the City of Northfield Sanitary Sewer and Stormwater facilities were prepared by Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC, and pursuant to N.J.S.A. 40A:11-1 et seq, bids were publicly advertised; and

**WHEREAS**, sealed bids were received and opened by the Deputy Municipal Clerk at 3:00pm on Thursday, November 21, 2019 from the following:

<b>Bidder</b>	<b>Bid Amount</b>
Lafayette Utility Construction Co.	\$527,128.00
Perna Finnigan, Inc.	\$647,724.00

**WHEREAS**, after review of the proposals, Schaeffer, Nassar, Scheidegg Consulting Engineers, LLC has recommended to the Common Council of the City of Northfield that the contract be awarded to Lafayette Utility Construction Company, Inc. based on their low bid of \$527,128.00 for a 2-year period.

**BE IT RESOLVED** that the Common Council of the City of Northfield accepts the proposal of Lafayette Utility Construction Company, Inc., in the amount not to exceed \$527,128.00.

**BE IT FURTHER RESOLVED** that Certification of the Availability of funds has been received from the Chief Finance Officer.

**I BE IT FURTHER RESOLVED**, the funds will be encumbered by purchase order on an as needed basis, as required by pursuant to N.J.A.C 5:30-5.4.

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted a Regular Meeting of the Common Council of the City of Northfield, held this 26th day of November, 2019.

---

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 232-2019**

**AUTHORIZATION TO HIRE PART TIME CONSTRUCTION OFFICIAL**

**WHEREAS**, the need exists to hire a part time Construction Official, and

**WHEREAS**, the position was advertised and interviews were conducted with interested candidates; and

**WHEREAS**, it is the recommendation of the Business Administrator and Council Chairperson that qualified applicant Richard Stevens be selected for the position; and

**WHEREAS**, the rate of pay for Richard Stevens as part time Construction Official shall be \$15,000 per annum, on an as-needed basis not to exceed an average of 6 hours per week on an annual basis; and

**WHEREAS**, the position of part-time Construction Official is eligible for earned sick leave in accordance with the NJ paid sick leave law; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Common Council of the City of Northfield that Richard Stevens is authorized to be hired as part time Construction Official, commencing Thursday, January 2, 2020, subject to understanding and/or completion of the following:

1. Compliance with the Policies and Procedures of the City
2. Probationary period 90 days from date of hire
3. Unaligned position
4. Not entitled to health benefits

**THEREFORE BE IT RESOLVED**, by the Common Council of the City of Northfield, that Richard Stevens be and is hereby hired for the position of part time Building Inspector effective January 2, 2020.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held this 26th day of November 2019.

---

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 233-2019**

**AUTHORIZATION TO HIRE PART TIME BUILDING INSPECTOR**

**WHEREAS**, the need exists to hire a part time Building Inspector, and

**WHEREAS**, the position was advertised and interviews were conducted with interested candidates; and

**WHEREAS**, it is the recommendation of the Business Administrator and Council Chairperson that qualified applicant Richard Stevens be selected for the position; and

**WHEREAS**, the rate of pay for Richard Stevens as part time Building Inspector shall be \$10,000 per annum, on an as-needed basis not to exceed an average of 6 hours per week on an annual basis; and

**WHEREAS**, the position of part-time Building Inspector is eligible for earned sick leave in accordance with the NJ paid sick leave law; and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Common Council of the City of Northfield that Richard Stevens is authorized to be hired as part time Building Inspector, commencing Thursday, January 2, 2020, subject to understanding and/or completion of the following:

1. Compliance with the Policies and Procedures of the City
2. Probationary period 90 days from date of hire
3. Unaligned position
4. Not entitled to health benefits

**THEREFORE BE IT RESOLVED**, by the Common Council of the City of Northfield, that Richard Stevens be and is hereby hired for the position of part time Building Inspector effective January 2, 2020.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held this 26th day of November 2019.

---

Mary Canesi, RMC, Municipal Clerk

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 234-2019**

**RESOLUTION AUTHORIZING AN AGREEMENT FOR SHARED  
MUNICIPAL COURT SERVICES FOR THE MUNICIPALITIES OF THE  
CITY OF NORTHFIELD AND THE TOWNSHIP OF EGG HARBOR**

**WHEREAS**, N.J.S.A. 40A:65-1 provides in part that two or more municipalities may enter into an agreement to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, the City of Northfield and Township of Egg Harbor have negotiated and agreed upon the terms and conditions of such an agreement; and

**WHEREAS**, a written agreement, specifying those terms and conditions, has been prepared and has been reviewed, which agreement is entitled "Shared Services Agreement for Municipal Court Services"; and

**WHEREAS**, the Common Council of the City of Northfield is desirous of ratifying this agreement and authorizing its execution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Northfield that the agreement entitled "Shared Services Agreement for Municipal Court Services" be and hereby is ratified; and

**BE IT FURTHER RESOLVED**, that the Mayor and Municipal Clerk be and are hereby duly authorized, empowered and directed to execute this Agreement with the Township of Egg Harbor for the shared municipal court services.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 26<sup>th</sup> day of November 2019.

---

Mary Canesi, RMC, Municipal Clerk

RESOLUTION NO. 234-2019, ATTACHMENT

**SHARED SERVICES AGREEMENT**  
**between**  
**TOWNSHIP OF EGG HARBOR**  
**and**  
**CITY OF NORTHFIELD**  
**for**  
**MUNICIPAL COURT SERVICES**

---

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2019 by and between:

**TOWNSHIP OF EGG HARBOR**, a municipal corporation located in the County of Atlantic, State of New Jersey, with its principal office located at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234 (hereinafter "Provider") and the **CITY OF NORTHFIELD**, a municipal corporation located in the County of Atlantic, State of New Jersey, with its principal office located at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter "Recipient").

**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

**WHEREAS**, the Recipient has determined, that for reasons of efficiency and economy, eliminating the provision of Municipal Court services and procuring said services from the Provider is prudent and fiscally sound; and

**WHEREAS**, the Recipient is in need of municipal court services to ensure public safety; and

**WHEREAS**, the Provider has agreed to furnish to the Recipient the services of its Municipal Court pursuant to N.J.S.A. §40A:65-1 et seq.; and

**WHEREAS**, the terms and conditions of this undertaking are set forth below; and

**WHEREAS**, the Parties have each duly authorized their proper officials to enter into and execute this Agreement through the accompanying Resolutions attached hereto as Exhibits A and B respectively.

**NOW, THEREFORE**, it is understood and agreed as follows:

1. **CONTROLLING LAW** – This Agreement is governed by the provisions of N.J.S.A. §40A:65-1 et seq., the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
2. **TERM OF AGREEMENT** – This Agreement shall take effect on January 1, 2020 (the "Effective Date"). This Agreement shall run until midnight, December 31, 2029. This Agreement is subject to the approval of the State of New Jersey Administrative Director of the Courts and the Assignment Judge of the Superior Court of New Jersey, Atlantic County.
3. **SCOPE OF WORK** – Commencing January 1, 2020, the Provider shall furnish to the Recipient the services of its Municipal Court as may be necessary to carry out within the territorial jurisdiction of the Recipient and to perform all the duties required for Municipal Court Services.

Said duties will be performed by employees of the Provider in a manner consistent with the standards developed by the Administrative Office of the Court.



4. **COMPENSATION** – Recipient shall pay to Provider an annual sum according to the schedule below:
- |                               |           |
|-------------------------------|-----------|
| January 1 – December 31, 2020 | \$145,000 |
| January 1 – December 31, 2021 | \$149,350 |
| January 1 – December 31, 2022 | \$153,831 |
| January 1 – December 31, 2023 | \$158,445 |
| January 1 – December 31, 2024 | \$163,199 |
| January 1 – December 31, 2025 | \$168,095 |
| January 1 – December 31, 2026 | \$174,819 |
| January 1 – December 31, 2027 | \$180,063 |
| January 1 – December 31, 2028 | \$185,465 |
| January 1 – December 31, 2029 | \$191,029 |

The specified compensation for the Provider furnishing the services referred to in this Agreement, shall be payable as follows: Payments shall be made in equal quarterly installment on the fifteenth day in the months of January, April, July and October during the term of this Agreement. The Recipient shall not be responsible for any additional costs.

5. **SERVICES** - The Provider shall provide all necessary staff and personnel, office supplies, computer system, Court Room, etc. to properly conduct the Municipal Court at no additional charge to the recipient.
6. **REVENUE** – The Provider shall disburse to Recipient all revenues due them on a quarterly basis. Payment shall be disbursed on the fifteenth day in the months of February, May August and November during the term of this Agreement.
7. **MUNICIPAL OFFICE LOCATION** – The Provider shall maintain its Municipal Court in the Township of Egg Harbor Municipal Building at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234. All records and business dealings, related to the operation of the Municipal Court pertaining to the Recipient, shall be maintained and conducted at said location.
8. **HOURS OF OPERATION** – Municipal Court sessions that Recipient employees and officials can utilize are held on Monday mornings, Monday afternoons, Thursday afternoon and Friday mornings on a weekly basis.
9. **HOLD HARMLESS AND INDEMNIFICATION** – The Provider agrees to protect, defend, indemnify and save harmless the Recipient and its officers, employees and agents, and any of them from and against all claims, costs, losses and damages (including but not limited to all fees attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any death real or alleged injury or damage to the person or property of others arising out of or incidental to the performance of the terms of this Agreement to the extent caused by the negligent acts, errors or omissions of the Provider, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the Recipient in which event the Recipient agrees to protect, defend, indemnify and save harmless the Provider and its officers, employees and agents, and any of them from and against all such claims, costs, losses and damages (including but not limited to all fees attorneys and other professionals and all court or arbitration or other dispute resolution costs).

Each entity shall insure or self-insure statutory worker’s compensation and employers liability with limits of at least \$1,000,000 per accident. During the term of this Agreement, each entity shall carry

and maintain comprehensive general/public liability insurance insuring themselves and each other against liability for injury to persons or property occurring or arising out of the performance of this Agreement. The insurance shall have a limit of not less than \$1,000,000 for any one accident or occurrence, and excess coverage therefore to the limit of not less than \$2,000,000. The aforesaid policies shall name the other entity as an additional insured to the extent of the indemnity and defense provided for herein.

Each entity shall furnish copies or certificates of the policies and shall upon the expiration of the term of any such policy similarly furnish to the other a copy of the certificate of each renewal policy.

10. **MAINTENANCE OF RECORDS** – The Egg Harbor Township Municipal Court pursuant to this Agreement shall maintain records of all call and activities conducted within the Recipient Municipality as may be required by and in accordance with the Laws of the State of New Jersey.
11. **EXTERNAL DISPUTES** – The Recipient shall notify the Provider’s Township Administrator, in a timely manner, of any complaints related to the nature, extent and quality of services provided to the Recipient by Provider.
12. **DISPUTES CONCERNING THE AGREEMENT** – Any disputes arising between the Parties as to the interpretation of the terms and conditions of this Agreement or the satisfactory performance thereof by any of the parties or related to any of the services and other responsibilities specified within this Agreement shall be resolved in accordance with the following:
  - STEP A: The Recipient’s Mayor or City Clerk, as the case may be, and the Provider’s Township Administrator shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, both parties agree to submit the matter as provided for in Step B below.
  - STEP B: In the event that a dispute cannot be resolved as provided in Step A, then, pursuant to N.J.S.A. §40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration. Any costs associated with arbitration shall be borne equally by both parties.
13. **TERMINATION** – This agreement may not be terminated during the first three (3) years due to the capital expenditures and start up costs undertaken by the Provider. This Agreement may be terminated after December 31, 2022 at any time upon mutual Agreement of the Parties; however, unless otherwise mutually agreed upon by the Parties in writing, such termination shall not become effective for a minimum of six (6) months following the adoption of Resolutions by both governing bodies authorizing said termination. Either Party may terminate this Agreement unilaterally at any time and for any reason upon giving the other party six (6) months advance written notice of its intent to terminate.
14. **DEFAULT** – In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement at the expiration of that thirty (30) day period.
15. **NOTICES** – Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

**If to City of Northfield:**  
City of Northfield  
1600 Shore Road  
Northfield, NJ 08225  
Attn: Erland V.L. Chau  
Mayor

**With a Required Copy to:**  
Mary Canesi, City Clerk  
1600 Shore Road  
Northfield, NJ 08225

**If to Township of Egg Harbor:**  
Township of Egg Harbor  
3515 Bargaintown Road  
Egg Harbor Township, NJ 08234  
Attn: Paul W. Hodson  
Mayor

**With a Required Copy to:**  
Eileen M. Tedesco, Township Clerk  
3515 Bargaintown Road  
Egg Harbor Township, NJ 08234

16. **CHOICE OF LAW** – Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
17. **ENTIRE AGREEMENT** – This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.
18. **SEVERABILITY** – If any part of this Agreement shall be held to be unenforceable or invalid the remainder of this Agreement shall nevertheless remain in full force and effect.
19. **WAIVER** – Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.
20. **ACKNOWLEDGMENT** – The parties acknowledge that this Shared Service Agreement is contingent upon and subject to the approval of the State of New Jersey Administrative Director of the Courts and the Assignment Judge of the Superior Court of New Jersey, Atlantic County.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, the day and year first above written.

**Attest:**

**City of Northfield**

\_\_\_\_\_  
Mary Canesi, RMC  
City Clerk

\_\_\_\_\_  
Erland V. L. Chau  
Mayor

**Attest:**

**Township of Egg Harbor**

\_\_\_\_\_  
Eileen M. Tedesco, RMC  
Township Clerk

\_\_\_\_\_  
Paul W. Hodson  
Mayor

**CITY OF NORTHFIELD, NJ  
RESOLUTION NO. 235-2019**

**A RESOLUTION AUTHORIZING THE ADOPTION OF THE  
NEW JERSEY CITIZEN PARTICIPATION PLAN**

**WHEREAS**, as part of the National Disaster Resilience Competition the United States Department of Housing and Urban Development (HUD) awarded New Jersey a grant to advance regional planning initiatives in the nine counties designated Most Impacted and Distressed from Hurricane Sandy by HUD; and

**WHEREAS**, this grant is being used to fund the Resilient NJ Program; and

**WHEREAS**, the New Jersey Department of Environmental Protection (DEP) is funding a Regional Teams consisting of Atlantic County, American Red Cross, Ventnor, Longport, Margate, Atlantic City, Brigantine, Pleasantville and Northfield; and

**WHEREAS**, the process will result in the development of Regional Resilience and Adaptation Action Plan to assist the communities to become more resilient; and

**WHEREAS**, as a condition of this grant, the team members must adopt a Citizen Participation Plan; and

**WHEREAS**, the primary goal of the Citizen Participation Plan is to provide all New Jersey citizens with an opportunity to participate in the planning, implementation, and assessment of the State's Sandy recovery programs. The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen involvement in the community development process.

**NOW THEREFORE BE IT RESOLVED**, that the City of Northfield authorizes the adoption of the attached New Jersey Citizen Participation Plan.

I, Mary Canesi, Municipal Clerk of the City of Northfield do hereby certify that the foregoing Resolution was duly adopted at a Regular Meeting of the Common Council of the City of Northfield, held this 26<sup>th</sup> day of November, 2019.

---

Mary Canesi, RMC, Municipal Clerk

**STATE OF NEW JERSEY**  
**Department of Community Affairs**

**CITIZEN PARTICIPATION PLAN**  
**CDBG-DISASTER RECOVERY**

The primary goal of the New Jersey Citizen Participation Plan is to provide all New Jersey citizens with an opportunity to participate in the planning, implementation, and assessment of the State's CDBG-DR\* Sandy recovery program(s). The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen involvement in the community development process. The State will provide all citizens with the opportunity to participate, with emphasis on low and moderate income individuals, and access by non-English speaking or those requiring special options due to disabilities, and in CDBG-DR targeted communities.

New Jersey has developed a specific Citizen Participation Plan to meet the requirements of the CDBG Disaster Recovery (CDBG-DR) funding for Superstorm Sandy. The Plan reflects the alternative requirements as specified by the U.S. Department of Housing and Urban Development (HUD) in the Federal Register (FR-5696-N-01) and notice of specific waivers. The State will ensure that any local governments or subrecipients who receive funds will have a citizen participation plan that meets the CDBG-DR regulations and takes into consideration the waivers and alternatives made available under CDBG-DR funding.

The New Jersey Citizen Participation Plan for CDBG-DR Sandy Recovery will be placed on official website of the Department of Community Affairs at [www.state.nj.us/dca/](http://www.state.nj.us/dca/).

In order to facilitate citizen participation requirements and to maximize citizen interaction in the development of the New Jersey Disaster Recovery Action Plan, substantial amendments to the Action Plan, and the quarterly performance reports, the State has laid out targeted actions to encourage participation and allow equal access to information about programs by all citizens, especially those of low and moderate income, those living in slum and blighted areas and in areas where Community Development Block Grant Disaster Recovery (CDBG-DR) funds are proposed to be used, non- English speaking persons, minorities, and those with disabilities. The State also encourages the participation of statewide and regional institutions and other organizations (including businesses, developers, and community and faith-based organizations) that are involved with or affected by the programs or activities covered by the Action Plan.

\*As revised, the Plan also applies to Irene CDBG-DR funds. The state intends for the most recent Citizen Participation Plan to be followed for all CDBG-DR funds, as the most updated Citizen Participation Plan with the applicable CDBG-DR waivers.

## I. Public Notices and Comment Period

While the citizen participation waivers provided by HUD permit a more streamlined public process, the State Citizen Participation Plan will ensure that there is reasonable and timely access for public notice, appraisal, examination, and comment on the activities proposed for the use of CDBG-DR grant funds. Although the waiver removes the requirement that a grant applicant must hold public hearings or meetings to disseminate information and collect citizen comments, the State has and will continue to coordinate outreach meeting with state entities, local governments, non-profits, private sector and involved associations. The State will also invite public comment to the New Jersey Disaster Recovery Action Plan and Substantial Amendments for a minimum seven (7) days, posted prominently and accessed on the Department of Community Affairs' official website. The State will use means such as press releases, posting notices on the Governor's website and links on other agency websites as appropriate, to maximize access of program information to the impacted citizens and businesses.

### A. New Jersey Disaster Recovery Action Plan

The State will prominently post a notice and the proposed Disaster Recovery Action Plan ("Action Plan") on the official website of the Department of Community Affairs. The Action Plan includes the following:

1. The amount of assistance expected to be received, based on projected amounts provided by HUD;
2. The range of activities that can be undertaken including the estimated amount that will benefit persons of low and moderate income;
3. Plans to minimize displacement of persons and assist any persons displaced;
4. An anticipated time schedule for submission of the Action Plan to the Department of Housing and Urban Development; and
5. Incorporation of and response to public comments received during the public comment period.

The Action Plan (as proposed and then when approved) will be made available for public review at [www.state.nj.us/dca/](http://www.state.nj.us/dca/). It will be made available in English and Spanish.

For those that otherwise cannot obtain a copy of the Action Plan, DCA will make copies available upon request at the Department of Community Affairs.

New Jersey Department of Community Affairs  
1<sup>st</sup> Floor Information Desk  
101 South Broad Street  
Trenton, New Jersey, 08625

The State will consider any comments or views received in writing or via email on the proposed Disaster Recovery Action Plan. The State will identify a deadline for the submittal of written comments on the proposed Plan; the period for the submittal of comments will be no less than seven (7) days. Written comments may be submitted to the Department of Community Affairs via email at [Sandy.Recovery@dca.state.nj.us](mailto:Sandy.Recovery@dca.state.nj.us), or to Post Office Box 800, Trenton, New Jersey 08625-0800. A summary of all comments received and responses will be included in the final Action Plan.

#### B. Substantial Amendments to the Action Plan

The State has defined Substantial Amendments to the Action Plan as those proposed changes that require the following decisions:

- Addition or deletion of any allowable activity described in the approved application
- The allocation or re-allocation of more than \$1 million
- Change in the planned beneficiaries

Those amendments which meet the definition of a Substantial Amendment are subject to public notification and public comment procedures. Citizens and units of local government will be provided with reasonable notice and an opportunity to comment on proposed Substantial Amendments to the Action Plan. A notice and copy of the proposed Substantial Amendment will be posted on the New Jersey Department of Community Affairs' official website. Copies will be provided upon request at DCA, if otherwise not accessible for review by any residents. Citizens will be provided with no less than seven (7) days to review and comment on the proposed amendment. Written comments may be submitted to the Department of Community Affairs via email at [Sandy.Recovery@dca.state.nj.us](mailto:Sandy.Recovery@dca.state.nj.us), or to Post Office Box 800, Trenton, New Jersey 08625-0800. A summary of all comments received responses will be included in the Substantial Amendment that is submitted to HUD for approval and posted to the Department of Community Affairs' official website.

Non-substantial Amendments to the Action Plan will be posted on the Department of Community Affairs' official website after notification is sent to HUD and the amendment becomes effective. Every Amendment to the Action Plan (substantial and non-substantial) will be numbered sequentially and posted on the website.

#### C. Performance Reports

The State must submit a Quarterly Performance Report (QPR) through HUD's Disaster Recovery Grant Reporting (DRGR) system no later than thirty (30) days following the end of each calendar quarter. Within three (3) days of submission to HUD, each QPR must be posted on the Department of Community Affairs' official website for public review and comment. The State's first QPR is due after the first full calendar quarter after the grant award. QPR's will be posted on a quarterly basis until all funds have been expended and all expenditures have been reported.

Each QPR will include information about the uses of funds in activities identified in the Action Plan as entered in the DRGR reporting system. This includes, but is not limited to: project name, activity, location, and national objective; funds budgeted, obligated, drawn down, and expended; the funding source and total amount of any non-CDBG-DR funds to be expended on each activity; beginning and actual completion dates of completed activities; achieved performance outcomes such as number of housing units complete or number of low and moderate income persons benefiting; and the race and ethnicity of persons assisted under direct-benefit activities. The State must also record the amount of funding expended for each contractor identified in the Action Plan. Efforts made by the State to affirmatively further fair housing will also be included in the QPR.

During the term of the grant, the grantee will provide citizens, affected local governments, and other interested parties with reasonable and timely access to information and records relating to the approved program and to the grantee's use of grant funds as well as contracts procured with CDBG-DR funding. This information shall be posted on the grantee's official website [www.nj.gov/dca/](http://www.nj.gov/dca/), and provided on request.

## **II. Technical Assistance**

The State will provide technical assistance to facilitate citizen participation where requested, particularly to groups representative of persons of low and moderate income. The level and type of technical assistance shall be determined by the applicant/recipient based upon the specific need of the community's citizens.

## **III. Citizen Complaint Procedures**

The State will accept written citizen complaints from citizens related to the disaster recovery programs, the Action Plan, substantial amendments, or quarterly performance reports. Written complaints should be submitted via email to [Sandy.Recovery@dca.state.nj.us](mailto:Sandy.Recovery@dca.state.nj.us) or be mailed to:

New Jersey Department of Community Affairs,  
Post Office Box 800,  
Trenton, New Jersey 08625-0800  
Attention: Commissioner

The State will make every effort to provide a timely written response to every citizen complaint within fifteen (15) working days of the receipt of the complaint, where practicable.

The State will require that its Subrecipients follow a Citizen Complaint procedure reflective of the goals of the Citizen Participation Plan. A copy and/or summary of the citizen complaints received by subrecipients will be forwarded to the Department of Community Affairs. The complainant must be made aware by the subrecipient that if she or he is not satisfied with the response, a written complaint may be filed with the Department of Community Affairs.



All citizen complaints relative to Fair Housing/Equal Opportunity violations involving discrimination will be forwarded to the Department of Law and Public Safety, Office of the Attorney General, Division on Civil Rights. To file a fair housing complaint in New Jersey, please call:

**Trenton Regional Office**  
**609-292-4605**  
TTY: 609-292-1785

**Atlantic City Office**  
**609-441-3100**  
TTY: 609-441-7648

**Camden Office**  
**856-614-2550**  
TTY: 856-614-2574

**Newark Office**  
**973-648-2700**  
TTY: 973-648-4678

#### **IV. Citizen Participation Requirements for Subrecipients and Local Governments Participating in CDBG-DR Programs**

To ensure that subrecipients and applicants comply with Section 508 of the Housing and Community Development Act of 1974, utilizing the citizen participation waivers HUD provided, all units of local government which receive CDBG-DR funds must have a written and adopted Citizen Participation Plan that includes the following:

- A. Encourages citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of areas in which CDBG-DR Funds are proposed to be used, and in the case of a grantee described in Section 106(a) of the Act, provides for participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
- B. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed and actual use of funds under this program;
- C. Provides for technical assistance to groups representative of persons of low and moderate income who request assistance in developing proposals with the level and type of assistance to be determined by the grantee;
- D. Provides for reasonable opportunities to obtain citizen views, comments and to respond to proposals and questions at all stages of the community development program including at least the development of needs, the review of proposed activities, and review of program performance. In order to comply with the citizen participation requirement, information must be posted on the subrecipient or unit of local government's official website. If a unit of local government does not have an official website, the information must be posted in public places in the jurisdiction with directions as to where the information may be inspected. In addition to web posting or advertising, the public can also be made aware of a grant information by public service announcements and bulletins posted at public places. All comments must be responded to and maintained;

- E. Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
- F. Identifies how the needs of non-English speaking residents will be met where a significant number of non-English speaking residents can be reasonably expected to participate.

The provision and implementation of a Citizen Participation Plan may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.

All subrecipients must adopt a Citizen Participation Plan and provide documentation of compliance throughout the term of the grant agreement. The components of the citizen participation plan and the kind of information necessary to meet the requirements are discussed in the following section.

#### **Components of the subrecipient citizen participation plan**

- A. **Program Design Phase.** The subrecipient shall determine plans and procedures to post and allow for public comment. Public comments shall be summarized and submitted with the information to the Department of Community Affairs, where practicable.
- B. **Implementation Phase.** During the term of the grant, the subrecipient will provide citizens, affected local governments, and other interested parties with reasonable and timely access to information and records relating to the approved program and to the use of grant funds as well as contracts procured with CDBG-DR funding. Efforts should be made to post this information on the subrecipient's official website and provided on request.
- C. **Substantial Amendment to Approved Program.** The subrecipient shall make any substantial amendment to the programs available to the public on its website, where practicable, in addition to the already state inclusion of the Amendment on the Department of Community Affairs website.
- D. **Close-out.** The subrecipient shall make all performance reports available to the public on its website and upon request.
- E. **Technical Assistance.** The subrecipient must provide technical assistance to facilitate citizen participation where requested, particularly to groups representative of persons of low and moderate income. The level and type of technical assistance is determined by the applicant/recipient based upon the specific need of the community's citizens.
- F. **Complaint Procedures.** As stated earlier, each subrecipient must have written citizen and administrative complaint procedures. The procedure may be posted on the website or must provide citizens with the information relative to the location and hours at which they may obtain a copy of these written procedures.

Persons wishing to object to approval of a CDBG-DR programs may make such objection known to the Department of Community Affairs in writing. The State will consider objections made only on the following grounds:

- The applicant's description of needs and objectives is plainly inconsistent with available facts and data;
- The activities to be undertaken are plainly inappropriate to meeting the needs and objectives identified by the applicant; and
- The program does not comply with the requirements set forth in the Disaster Recovery Action Plan or other applicable laws.

Such objections should include identification of the requirements not met and, in the case of objections relative to item 1 on the previous page, supporting data.

#### **G. Performance Hearings**

Prior to close-out of the community development program, the subrecipient must have a public hearing to obtain citizen views and to respond to questions relative to the recipient's performance. This hearing shall be held after adequate notice, at times and locations convenient to actual beneficiaries and with accommodations for the disabled and non-English speaking persons provided.

Documentation must be maintained at the local level to support compliance with these requirements.